

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

DEVELOPERS SURETY AND INDEMNITY
COMPANY,

Plaintiff,

v.

TOP FLOOR HOMES, LLC,

Defendant.

No. 2:22-cv-00261

**COMPLAINT FOR DECLARATORY
JUDGMENT**

Comes now Plaintiff Developers Surety and Indemnity Company, by and through its attorneys Cozen O'Connor, and alleges as follows:

I. PARTIES

1.1 Plaintiff Developers Surety and Indemnity Company ("DSI") is a California corporation with its principal place of business at Irvine, California.

1.2 Defendant Top Floor Homes, LLC ("Top Floor") is a Washington Limited Liability Company with its principal place of business at Bothell, Washington.

II. JURISDICTION

2.1 DSIC re-alleges the foregoing paragraphs as if fully set forth here.

2.2 Upon information and belief, Top Floor has one member, David Kevin McNeill

COMPLAINT FOR DECLARATORY JUDGMENT - 1

LAW OFFICES OF
COZEN O'CONNOR
A PROFESSIONAL CORPORATION
999 THIRD AVENUE
SUITE 1900
SEATTLE, WASHINGTON 98104
(206) 340-1000

LEGAL\56445730\3

2.3 Upon information and belief, David Kevin McNeill is a Washington citizen residing at Bothell, Washington.

2.4 Venue is proper under 28 U.S.C. § 1391(b) because Defendant resides in Washington state, are subject to the Court’s personal jurisdiction in the Western District of Washington, and a substantial part of the events giving rise to the subject insurance claim occurred in the Western District of Washington.

III. THE INSURANCE POLICY

3.1 This Court has jurisdiction under 28 U.S.C. § 1332 as there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.

3.2 DSI re-alleges the foregoing paragraphs as if fully set forth here.

3.3 DSI issued a commercial general liability Policy No. BIS00021699-02, effective April 1, 2016, to April 1, 2017 (the “Policy”). *See* Exhibit A.

3.4 The Policy provides general liability coverage in the amount of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit.

3.5 The Policy’s Insuring Agreement states:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

* * *

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage”

COMPLAINT FOR DECLARATORY JUDGMENT - 2

LAW OFFICES OF
COZEN O’CONNOR
A PROFESSIONAL CORPORATION
999 THIRD AVENUE
SUITE 1900
SEATTLE, WASHINGTON 98104
(206) 340-1000

to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

* * *

b. This insurance applies to “bodily injury” and “property damage” only if:

- (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
- (2) The “bodily injury” or “property damage” occurs during the policy period; and

* * *

* * *

b. This insurance applies to “bodily injury” and “property damage” only if:

- (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
- (2) The “bodily injury” or “property damage” occurs during the policy period; and

* * *

3.6 The Policy contains the following definitions:

* * *

3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

* * *

13. “Occurrence” means any accident, including continuous or repeated exposure to substantially the same general harmful conditions.

* * *

18. “Suit” means a civil proceeding in which damages because of “bodily injury”, “property damage” or “personal

advertising injury” to which this insurance applies are alleged. “Suit” includes:

* * *

3.7 The Policy also includes the following Additional Conditions Endorsement (ID 00 06 01 14) with which all insureds must comply as a *condition precedent* to coverage:

1. You must be named an additional insured on the commercial general liability policy of each contractor and subcontractor that performs work on your behalf throughout the time of each such contractor’s and subcontractor’s performance, and each such policy must provide defense as well as indemnity to you as an additional insured.
2. You must obtain a certificate of insurance from each contractor and subcontractor that performs work on your behalf prior to the commencement of each such contractor’s and subcontractor’s work indicating that each such contractor and subcontractor has a commercial general liability policy in effect.
3. Both the policy within which you are named as an additional insured and the certificate of insurance you obtain must have each occurrence, general aggregate, and products-completed operations aggregate limits, including sublimits, in an amount equal to or greater than this policy.
4. You must obtain a hold harmless agreement from each of your contractors and subcontractors, indemnifying you against all loss in any way related to work performed on your behalf by each such contractor or subcontractor.

* * *

3.8 The Policy contains the following Use of Extrinsic Evidence – Duty to Defend or Indemnify Endorsement (ID 00 47 01 14):

We may look to extrinsic evidence outside of the allegations and/or facts pleaded by any claimant to determine whether we owe a duty to defend or indemnify against a “suit” seeking “bodily injury,” “property damage,” or “personal and advertising injury.”

COMPLAINT FOR DECLARATORY JUDGMENT - 4

LAW OFFICES OF
COZEN O’CONNOR
A PROFESSIONAL CORPORATION
999 THIRD AVENUE
SUITE 1900
SEATTLE, WASHINGTON 98104
(206) 340-1000

LEGAL\56445730\3

We may rely on extrinsic evidence to deny the defense and/or indemnity of a “suit.”

* * *

IV. THE UNDERLYING LAWSUIT

4.1 DSIC re-alleges the foregoing paragraphs as if fully set forth here.

4.2 Top Floor was the general contractor and developer for the construction of a Top Floor-owned duplex (the “Property”).

4.3 Top Floor hired RNI Construction LLC dba RNI Co. (“RNI”) as a subcontractor to work on the Property. RNI installed a temporary staircase that was secured at the top and bottom. Specifically, the stairs’ stringers were nailed directly into a support beam at the top of the staircase and at the base of the stairs the stringers were nailed directly into the floor sheathing.

4.4 Top Floor also hired subcontractor T. Herrick Corporation dba Pinnacle Custom Floors (“Pinnacle”) to install and finish flooring that was installed in part underneath the temporary staircase and on top of the floor sheathing.

4.5 On April 14, 2016, Mr. Kender and another Pinnacle employee returned to the Project to sand and finish the flooring that it had previously installed. In order to sand and finish the flooring underneath the staircase, Pinnacle removed the bottom brace of the staircase and lifted the staircase as necessary to get a sanding machine in that location. As a result, the staircase became inadequate to support Mr. Kender’s weight as he ascended the staircase. Consequently, the temporary staircase fell which caused Mr. Kender to suffer personal injuries (the “Incident”).

4.6 On March 27, 2018, Mr. Kender filed a complaint in Snohomish County Superior Court, *Kender v. Top Floor Homes, LLC*, Cause No. 18-2-02836-31. See Exhibit B. Mr. Kender’s Complaint asserts that Top Floor was negligent and failed to provide a safe place to work and seeks damages for medical expenses, wage loss, and other unspecified damages.

4.7 On April 16, 2018, Top Floor tendered the Underlying Lawsuit to DSI for defense and indemnity. DSI formally accepted the tender subject to a reservation of rights on April 19,

COMPLAINT FOR DECLARATORY JUDGMENT - 5

LAW OFFICES OF
COZEN O’CONNOR
A PROFESSIONAL CORPORATION
999 THIRD AVENUE
SUITE 1900
SEATTLE, WASHINGTON 98104
(206) 340-1000

2018 and a supplemental reservation of rights letter on November 22, 2021. DSI's reservation of rights included the right to decline coverage for Top Floor's non-compliance with the Additional Conditions Endorsement as a condition precedent to coverage.

4.8 During the course of DSI's coverage investigation, DSI requested that Top Floor provide its written contracts with RNI and Pinnacle as well as certificates of insurance evidencing Top Floor was added to RNI's and Pinnacle's insurance policies as an additional insured.

4.9 In response, Top Floor provided a generic subcontract, which was not specific to the Project, and a certificate of insurance for Pinnacle. Top Floor stated that it does not enter into separate written contracts for each project, and instead, relies on the separate master agreement to provide indemnity for their oral arrangements. While Top Floor produced a certificate of insurance for Pinnacle, the certificate was printed after the Incident and fails to evidence insurance coverage effective at the time of the Incident. Further, Top Floor failed to produce any subcontract or certificate of insurance for RNI.

4.10 DSI has tendered Top Floor's defense as an additional insured to the subcontractors' insurers. Those tenders were rejected by each insurer because there is no evidentiary or contractual basis for Mr. Kender's claims.

4.11 Mr. Kender has demanded more than \$75,000 from DSI to settle the claims against Top Floor.

V. CLAIM FOR DECLARATORY RELIEF

5.1 DSI re-alleges the foregoing paragraphs as if fully set forth here.

5.2 An actual and justiciable controversy exists between DSI and Defendant within the meaning of 28 U.S.C. § 2201 with respect to insurance coverage under the Policy's terms and applicable law. Defendants contend that the Policy provides insurance coverage for the Underlying Lawsuit. To the contrary, DSI contends that coverage is wholly barred because Top Floor failed to meet the Policy's Additional Conditions Endorsement. Specifically, with

1 the respect to the Home's construction, Top Floor (i) failed to ensure that it was named an
2 additional insured on RNI's and Pinnacle's commercial general liability insurance policies, (ii)
3 failed to obtain, before RNI and Pinnacle commenced work on the Property, an insurance
4 certificate stating that they had effective commercial general liability policies, and (iii) failed
5 to obtain written hold harmless agreements from RNI and Pinnacle applicable to this project.
6 Therefore, no coverage obtains under the Policy because the *conditions precedent* to coverage
7 in the Additional Conditions Endorsement have not been met.

8 **VI. PRAYER FOR RELIEF**

9 WHEREFORE, Developers Surety and Indemnity Company prays for relief as follows:

10 6.1 For a declaration of this Court that:

11 a) Top Floor failed to comply with the Policy's Additional Conditions
12 Endorsement;

13 b) Top Floor's failure to comply with the Additional Conditions
14 Endorsement bars coverage for the Underlying Lawsuit; and

15 c) DSI is not obligated under the Policy to further defend or indemnify Top
16 Floor in the Lawsuit.

17 DATED this 4th day of March, 2022.

18 COZEN O'CONNOR

19 By: /s/ William F. Knowles

20 William F. Knowles, WSBA No. 17212
21 999 Third Avenue, Suite 1900
22 Seattle, Washington 98104
23 Telephone: 206.340.1000
Toll Free Phone: 800.423.1950
Facsimile: 206.621.8783
E-mail: wknowles@cozen.com

24 //

25 //

26 //

COMPLAINT FOR DECLARATORY JUDGMENT - 7

1 COZEN O'CONNOR

2 By: /s/ Peter J. Berg

3 Peter J. Berg, WSBA No. 46757
4 999 Third Avenue, Suite 1900
5 Seattle, Washington 98104
6 Telephone: 206.340.1000
7 Toll Free Phone: 800.423.1950
8 Facsimile: 206.621.8783
9 E-mail: pberg@cozen.com

10 COZEN O'CONNOR

11 By: /s/ Cameron D. Young

12 Cameron D. Young, WSBA No. 54232
13 999 Third Avenue, Suite 1900
14 Seattle, Washington 98104
15 Telephone: 206.340.1000
16 Toll Free Phone: 800.423.1950
17 Facsimile: 206.621.8783
18 E-mail: cdyoung@cozen.com

19 *Attorneys for Plaintiff Developers Surety and*
20 *Indemnity Company*

21 COMPLAINT FOR DECLARATORY JUDGMENT - 8

22 LEGAL\56445730\3

23 LAW OFFICES OF
24 **COZEN O'CONNOR**
25 A PROFESSIONAL CORPORATION
26 999 THIRD AVENUE
SUITE 1900
SEATTLE, WASHINGTON 98104
(206) 340-1000

CERTIFICATE OF SERVICE

I hereby certify that on March 4, 2022, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

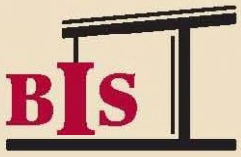
DATED this 4th day of March, 2022

COZEN O'CONNOR

By: /s/ Bonnie L. Buckner

Bonnie L. Buckner, Legal Secretary
999 Third Avenue, Suite 1900
Seattle, Washington 98104
Telephone: 206.340.1000
Toll Free Phone: 800.423.1950
Facsimile: 206.621.8783
Email: bbuckner@cozen.com

EXHIBIT A



BUILDERS INSURANCE SERVICES

THE BUILDER'S EDGE™

Dear BIS Policyholder:

Welcome to Builders Insurance Services (BIS). We appreciate having you as a policyholder.

BIS is an underwriting manager for property and casualty insurance, specializing in General Liability and Inland Marine coverages for contractors. BIS is affiliated with The Insko Dico Group, offering insurance products through Developers Surety and Indemnity Company (DSI). We have many years of experience focusing on the special needs of contractors.

Attached you will find a copy of your insurance policy that you will want to review carefully. We value your business and the trust that you, working closely with your Insurance Producer, have placed with us for insurance coverage and the needs you may have from us in the future.

We will be contacting you soon for an important required review of your business operation to make sure we have accurately captured your operating exposures. This phone call will take approximately 15 minutes.

Thank you for choosing BIS.

Sincerely,

Steve Gaines, BIS President

POLICY NUMBER BIS00021699-02

COMMERCIAL GENERAL LIABILITY

IL DS 00 09 07

COMMON POLICY DECLARATIONS

| | |
|---|--|
| Developers Surety and Indemnity Company P.O. Box 19725 Irvine, CA 92623 | Potter Insurance 412 Queen Anne Avenue North Seattle, WA 98109 Phone Number: (206) 284-0470 |
| NAMED INSURED: | <u>Top Floor Homes LLC</u> |
| DBA: | <u></u> |
| MAILING ADDRESS: | <u>22424 19TH AVE SE</u> <u>Bothell, Washington 98021</u> |
| POLICY PERIOD: | FROM <u>04/01/2016</u> TO <u>04/01/2017</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE. |

| | |
|-----------------------|-----|
| BUSINESS DESCRIPTION: | LLC |
|-----------------------|-----|



IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

| | PREMIUM |
|--|----------------------|
| CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART | \$ NOT COVERED |
| COMMERCIAL AUTOMOBILE COVERAGE PART | \$ NOT COVERED |
| COMMERCIAL GENERAL LIABILITY COVERAGE PART | \$ [REDACTED] |
| COMMERCIAL INLAND MARINE COVERAGE PART | \$ NOT COVERED |
| COMMERCIAL LIABILITY UMBRELLA | \$ NOT COVERED |
| COMMERCIAL PROPERTY COVERAGE PART | \$ NOT COVERED |
| CRIME AND FIDELITY COVERAGE PART | \$ NOT COVERED |
| EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART | \$ NOT COVERED |
| EQUIPMENT BREAKDOWN COVERAGE PART | \$ NOT COVERED |
| FARM COVERAGE PART | \$ NOT COVERED |
| LIQUOR LIABILITY COVERAGE PART | \$ NOT COVERED |
| POLLUTION LIABILITY COVERAGE PART | \$ NOT COVERED |
| PROFESSIONAL LIABILITY COVERAGE PART | \$ NOT COVERED |
| TERRORISM COVERAGE | \$ [REDACTED] |
| TOTAL: | \$ [REDACTED] |

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):

**See Form ID DS 02
Listing of Forms and Endorsements Forming a Part of This Policy**

| | |
|--|--|
| Countersigned: _____ 04/01/2016 (Date) | By:  _____ (Authorized Representative) |
| Countersigned: _____ 04/01/2016 (Date) | By:  _____ (Authorized Representative) |

POLICY NUMBER BIS00021699-02

LIST OF FORMS AND ENDORSEMENTS

ID DS 02 08 07

**LISTING OF FORMS AND ENDORSEMENTS FORMING
A PART OF THIS POLICY**

This listing forms a part of the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

| | <u>FORM NUMBER</u> | <u>TITLE</u> |
|---------------------------------------|--------------------|---|
| Policy Forms | | |
| Common Policy Forms | IL DS 00 09 07 | Common Policy Declarations |
| | ID DS 02 08 07 | List of Forms and Endorsements |
| General Liability Policy Forms | | |
| Declarations and Schedules | CG DS 01 10 01 | Commercial General Liability Declarations |
| | ID DS 03 08 07 | General Liability Schedule |
| ISO Forms | IL 00 03 09 08 | Calculation of Premium |
| | IL 01 23 11 13 | Washington Changes - Defense Costs |
| | IL 01 46 08 10 | Washington Common Policy Conditions |
| | IL 01 98 09 08 | Nuclear Energy Liability Exclusion Endorsement |
| | IL 09 85 01 15 | Disclosure Pursuant to Terrorism Risk Insurance Act |
| | IL N 142 06 06 | WA Fraud Statement |
| | CG 00 01 04 13 | Commercial General Liability Coverage Form |
| | CG 00 68 05 09 | Recording And Distribution Of Material Or Information In Violation Of Law Exclusion |
| | CG 01 81 05 08 | Washington Changes |
| | CG 01 97 12 07 | Washington Changes - Employment-Related Practices Exclusion |
| | CG 03 00 01 96 | Deductible Liability Insurance |
| | CG 04 42 11 03 | Stop Gap - Employers Liability Coverage Endorsement - Washington |
| | CG 04 50 05 08 | Washington Changes - Who is an Insured |
| | CG 21 00 07 98 | Exclusion - All Hazards in Connection with Designated Premises Rental Property |
| | CG 21 01 11 85 | Exclusion - Athletic or Sports Participants |
| | CG 21 09 06 15 | Exclusion - Unmanned Aircraft |
| | CG 21 34 01 87 | Exclusion of Designated Work |
| | CG 21 46 07 98 | Abuse or Molestation Exclusion |
| | CG 21 49 09 99 | Total Pollution Exclusion Endorsement |
| | CG 21 53 01 96 | Exclusion - Designated Operations |
| | CG 21 54 01 96 | Exclusion - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program |
| | CG 21 70 01 15 | Cap On Losses From Certified Acts of Terrorism |
| | CG 21 76 01 15 | Exclusion of Punitive Damages Related to a Certified Act of Terrorism |
| | CG 21 84 01 15 | Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts Of Terrorism; Cap On Losses From Certified Act |
| | CG 21 86 12 04 | Exclusion - Exterior Insulation and Finish System |
| | CG 21 88 01 15 | Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Feder |
| | CG 22 33 04 13 | Exclusion - Testing or Consulting Errors and Omissions |
| | CG 22 34 04 13 | Exclusion - Construction Management Errors and Omissions |
| | CG 22 60 12 07 | Limitation of Coverage - Real Estate Operations |
| | CG 22 79 04 13 | Exclusion - Contractors - Professional Liability |
| | CG 23 01 04 13 | Exclusion - Real Estate Agents or Brokers Errors and Omissions |
| | CG 24 13 04 13 | Amendment of Personal and Advertising Injury Definition |
| | CG 24 26 04 13 | Amendment of Insured Contract Definition |
| | CG 26 77 12 04 | Washington - Fungi or Bacteria Exclusion |
| ID Forms | ID 00 03 07 07 | Requirement of Allocation Between Covered and Uncovered Damages |
| | ID 00 04 07 07WA | General Endorsements |
| | ID 00 06 01 14 | Additional Conditions Endorsement |
| | ID 00 07 07 07 | Exclusion - Earth Movement |
| | ID 00 08 02 15 WA | Washington - Exclusion - Various Excluded Materials |

ID DS 02 08 07

Page 1 of 2

POLICY NUMBER BIS00021699-02

LIST OF FORMS AND ENDORSEMENTS

ID DS 02 08 07

**LISTING OF FORMS AND ENDORSEMENTS FORMING
A PART OF THIS POLICY**

This listing forms a part of the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

| <u>FORM NUMBER</u> | <u>TITLE</u> |
|--------------------|--|
| ID 00 09 07 07 | Multiple Causes of Loss |
| ID 00 14 08 08 | Amendment - Exclusion I. Damage to Your Work |
| ID 00 18 07 07 | Exclusion - Global Climate Change |
| ID 00 19 07 07WA | Hired Auto and Non-Owned Auto Liability |
| ID 00 24 08 08 | Amendment to Section III - Limits of Insurance |
| ID 00 25 06 15 | Changes in Commercial General Liability Policy |
| ID 00 27 08 09 | State Specific Endorsements |
| ID 00 28 08 09 | Exclusion - Non-Compliance With Building Codes |
| ID 00 29 08 09 | Coverage Territory Amendment |
| ID 00 30 11 08 | Minimum Earned Premium |
| ID 00 33 08 09 | Exclusion Of Construction Management And Consulting |
| ID 00 37 04 13 | Blanket Additional Insured |
| ID 00 42 07 11 | Exclusion – Green Building |
| ID 00 43 01 11 | Takeover of Unfinished Work |
| ID 00 44 07 11 | Automatic Termination |
| ID 00 45 09 12 | Exclusion - Weather-Related Water Damage or Injury During Work in Progress |
| ID 00 46 01 15 | Limitation - Residential Housing |
| ID 00 47 01 14 | Insuring Agreement – Use of Extrinsic Evidence – Duty To Defend or Indemnify |
| ID 00 49 01 14 | Premium Audit |
| ID 00 50 01 14 | Underground Utility Location |
| ID 00 51 01 15 | Exclusion - Playground or Sports Equipment |
| ID 00 52 01 15 | Exclusion - Swimming Pool Construction or Maintenance |
| ID 00 56 06 15 | Exclusion of Prior Work of Named Insured Added to the Policy and Determination of Further Coverage of First Named Insure |
| ID 01 02 08 08 | Continuous or Progressive Injury and Damage Exclusion |
| ID 21 34 08 08 | Exclusion For Damage Or Injury From Prior Work |

POLICY NUMBER BIS00021699-02

COMMERCIAL GENERAL LIABILITY
CG DS 01 10 01**COMMERCIAL GENERAL LIABILITY DECLARATIONS**

| | |
|---|--|
| Developers Surety and Indemnity Company P.O. Box 19725 Irvine, CA 92623 | Potter Insurance 412 Queen Anne Avenue North Seattle, WA 98109 Phone Number: (206) 284-0470 |
| NAMED INSURED: <u>Top Floor Homes LLC</u> | |
| DBA: _____ | |
| MAILING ADDRESS: <u>22424 19TH AVE SE</u> <u>Bothell, Washington 98021</u> | |
| POLICY PERIOD: FROM <u>04/01/2016</u> TO <u>04/01/2017</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE. | |


| | |
|-----------------------|------------|
| BUSINESS DESCRIPTION: | <u>LLC</u> |
|-----------------------|------------|

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

| LIMITS OF INSURANCE | | |
|---|---------------------|-------------------------------|
| EACH OCCURRENCE LIMIT | \$ <u>1,000,000</u> | |
| DAMAGE TO PREMISES RENTED TO YOU LIMIT | \$ <u>100,000</u> | Any one premises |
| MEDICAL EXPENSE LIMIT | \$ <u>5,000</u> | Any one person |
| PERSONAL & ADVERTISING INJURY LIMIT | \$ <u>1,000,000</u> | Any on person or organization |
| GENERAL AGGREGATE LIMITS | | \$ <u>2,000,000</u> |
| PRODUCTS/COMPLETED OPERATIONS LIMIT | | \$ <u>2,000,000</u> |

| RETROACTIVE DATE (CG 00 02 ONLY) | |
|---|--|
| THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. | |
| RETROACTIVE DATE: | <u>NONE</u> (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES) |

| DESCRIPTION OF BUSINESS | |
|---|--|
| FORM OF BUSINESS: | |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP |
| <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) |
| BUSINESS DESCRIPTION: <u>LLC</u> | |

| ALL PREMISES YOU OWN, RENT OR OCCUPY | | | | | | | |
|--|--|---|---|--|------------------------------------|----------------------------------|-------------------|
| LOCATION NUMBER | | ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY | | | | | |
| | | | | | | | |
| CLASSIFICATION AND PREMIUM | | | | | | | |
| LOC NO. | CLASSIFICATION | CODE NO. | Premium Base | RATE | | ADVANCE PREMIUM | |
| | | | | Prem/ Ops | Products CompOps | Prem/ Ops | Products Comp Ops |
| WA | General Liability | 91340n | Payroll Subctr. | Various | | [REDACTED] | [REDACTED] |
| | Water Damage Sublimit | | | [REDACTED] | | [REDACTED] | |
| | Terrorism Coverage | | | | | [REDACTED] | |
| | Insko Dico Contractors License Bond | | | [REDACTED] | | [REDACTED] | |
| | Hired and Non Owned Auto | | | | | [REDACTED] | |
| | Stop Gap Liability - Washington Only | | | | | [REDACTED] | |
| | Manifestation Continuous & Progressive Elective Prior Work Exclusion | | | [REDACTED] | | [REDACTED] | |
| | Property Damage Deductible Per Occurrence | | | [REDACTED] | | | |
| PREMIUM SHOWN IS PAYABLE: | | | | STATE TAX OR OTHER (if applicable) [REDACTED] | | | |
| | | | | TOTAL PREMIUM (SUBJECT TO AUDIT) [REDACTED] | | | |
| | | | | AT INCEPTION [REDACTED] | | | |
| | | | | AT EACH ANNIVERSARY [REDACTED] | | | |
| | | | | (IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS) | | | |
| AUDIT PERIOD (IF APPLICABLE) | | | <input checked="" type="checkbox"/> ANNUALLY ANNUALLY | <input type="checkbox"/> SEMI ANNUALLY | <input type="checkbox"/> QUARTERLY | <input type="checkbox"/> MONTHLY | |
| ENDORSEMENTS | | | | | | | |
| ENDORSEMENTS ATTACHED TO THIS POLICY | | | | | | | |
| See Form ID DS 02 Listing of Forms and Endorsements Forming a Part of This Policy | | | | | | | |
| Warranty ID | | | | | | | |
| Specifications ID | | | | | | | |
| THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORMS AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY | | | | | | | |
| Countersigned: _____ | | | | By: _____ | | | |
| 04/01/2016 (Date) | | | |  (Authorized Representative) | | | |

ID DS 03 08 07

COMMERCIAL GENERAL LIABILITY CLASSIFICATION**Classification and Premium Extension**

Named Insured Top Floor Homes LLC

Policy Number BIS00021699-02

Insurance Company Developers Surety and Indemnity Company

POLICY PERIOD: FROM 04/01/2016 TO 04/01/2017 AT 12:01 A.M. TIME AT

| CLASSIFICATION AND PREMIUM | | | | | | | |
|----------------------------|---|----------|-----------------|-----------|------------------|-----------------|-------------------|
| LOC NO. | CLASSIFICATION | CODE NO. | Premium Base | RATE | | ADVANCE PREMIUM | |
| | | | | Prem/ Ops | Products CompOps | Prem/ Ops | Products Comp Ops |
| WA | General Liability | 91340n | Payroll Subctr. | Various | | | |
| | | | | Various | | | |
| | Water Damage Sublimit | | | | | | |
| | Terrorism Coverage | | | | | | |
| | Insko Dico Contractors License Bond | | | | | | |
| | Hired and Non Owned Auto | | | | | | |
| | Stop Gap Liability - Washington Only | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Manifestation | | | | | | |
| | Continuous & Progressive | | | | | | |
| | Elective Prior Work Exclusion | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Property Damage Deductible Per Occurrence | | | | | | |
| TOTAL PREMIUM | | | | | | | |

| BASIS OF PREMIUM | |
|--------------------------------------|--|
| Employee Payroll | |
| Number of Owners Active in the Field | |
| Limited Payroll per Owner - | |
| Total Limited Owner Payroll | |
| Amount Paid to Subcontractors | |
| Leased Employee Cost | |
| | |

ID DS 03 08 07

Page 1 of 1

IL 00 03 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

IL 01 23 11 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
ELECTRONIC DATA LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and

5. Coverage **C** – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

WASHINGTON COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

- a. Written notice by mail, fax or e-mail;
- b. Surrender of the policy or binder; or
- c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
- b. The date of cancellation requested by the first Named Insured.

2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason;

except as provided in Paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:

- a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;
- b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
- c. Because of its physical condition, the structure is in danger of collapse;
- d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
- e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
- f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
- g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
- c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
- d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.

- 5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph **A.3.** above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph **A.3.** above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.

- 6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- 7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:

- a. For Division Two – Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.

b. If:

- (1) You are an individual;
 - (2) A covered auto you own is of the "private passenger type";
 - (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
 - (4) The first Named Insured cancels;
- the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.

The cancellation will be effective even if we have not made or offered a refund.

- 8. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspection And Surveys

- 1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Nonrenewal

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
- b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
- c. The policy clearly states that it is not renewable and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.

2. If:

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.:**

- a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.
- c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

IL 01 98 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

IL N 142 06 06

WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion **q.** of Paragraph 2. **Exclusions** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- B. Exclusion **p.** of Paragraph 2. **Exclusions** of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COMMERCIAL GENERAL LIABILITY
CG 01 81 05 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion e. of Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages)** applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Exclusion e. is replaced with the following:

This insurance does not apply to:

1. "Bodily injury" to an "employee" of the insured arising out of and in the course of:
 - a. Employment by the insured; or
 - b. Performing duties related to the conduct of the insured's business; or
2. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

- B. Paragraphs 2.a.(1)(a), (b) and (c) of Section II – Who Is An Insured** apply only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the reference to "volunteer workers" is removed from Paragraph 2.(a) of **Section II – Who Is An Insured** and Paragraph 2.a.(1) of **Section II** is replaced with the following:

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services.

COMMERCIAL GENERAL LIABILITY
CG 01 97 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages):

This insurance does not apply to:

"Bodily injury" to:

1. A person arising out of any:
 - a. Refusal to employ that person;
 - b. Termination of that person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **a.**, **b.** and **c.** above is directed.

This exclusion applies:

1. Whether the injury-causing event described in Paragraphs **a.**, **b.** or **c.** above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and
3. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs **1.a.** and **2.** of this exclusion do not apply if such "bodily injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

B. The following exclusion is added to Paragraph 2., Exclusions of Coverage B – Personal And Advertising Injury Liability (Section I – Coverages):

This insurance does not apply to:

"Personal and advertising injury" to:

1. A person arising out of any:
 - a. Refusal to employ that person;
 - b. Termination of that person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **a.**, **b.** and **c.** above is directed.

This exclusion applies:

1. Whether the injury-causing event described in Paragraphs **a.**, **b.** or **c.** above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and
3. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs **1.a.** and **2.** of this exclusion do not apply if such "personal and advertising injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

POLICY NUMBER: BIS00021699-02

COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

| Coverage | SCHEDULE | |
|--|---|---------|
| | Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE | |
| Bodily Injury Liability OR | \$ | \$ |
| Property Damage Liability OR | \$ | \$5,000 |
| Bodily Injury Liability and/or Property Damage Liability Combined | \$ | \$ |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combined
 as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

POLICY NUMBER: BIS00021699-02

COMMERCIAL GENERAL LIABILITY
CG 04 42 11 03**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****STOP GAP – EMPLOYERS LIABILITY COVERAGE
ENDORSEMENT – WASHINGTON**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

| Limits Of Insurance | | | |
|----------------------------|----|-----------|-----------------|
| Bodily Injury By Accident | \$ | 1,000,000 | Each Accident |
| Bodily Injury By Disease | \$ | 1,000,000 | Aggregate Limit |
| Bodily Injury By Disease | \$ | 1,000,000 | Each Employee |
| | | | |

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to Section I – Coverages:**COVERAGE – STOP GAP – EMPLOYERS
LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.
- c. The damages we will pay, where recovery is permitted by law, include damages:
 - (1) For:
 - (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
 - (b) Care and loss of services; and
 - (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and
 - (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
 - (2) Otherwise subject to penalty;
- because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Supplementary Payments provisions apply to Coverage – Stop Gap Employers Liability as well as to Coverages **A** and **B**.

C. For the purposes of this endorsement, Section II – Who Is An Insured, is replaced by the following:

If you are designated in the Declarations as:

- 1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- 3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- 4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement, Section III – Limits Of Insurance, is replaced by the following:

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
- 3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
- 4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. For the purposes of this endorsement, Condition **2. – Duties In The Event Of Occurrence, Claim Or Suit** of the Conditions Section **IV** is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. For the purposes of this endorsement, Paragraph **4.** of the **Definitions** Section is replaced by the following:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the **Definitions** Section:

1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.
2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

COMMERCIAL GENERAL LIABILITY
CG 04 50 05 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraphs **2.a.(1)(a), (b) and (c) of Section II – Who Is An Insured** apply only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the reference to "volunteer workers" is removed from Paragraph **2.(a) of Section II – Who Is An Insured** and Paragraph **2.a.(1) of Section II – Who Is An Insured** is replaced with the following:

2. Each of the following is also an insured:

- a.** Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

- (b)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or
- (c)** Arising out of his or her providing or failing to provide professional health care services.

POLICY NUMBER: BIS00021699-02

CG 21 00 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ALL HAZARDS IN CONNECTION WITH
DESIGNATED PREMISES RENTAL PROPERTY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises:

All Properties Owned by the Insured and Rented to Others

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;

2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. Goods or products manufactured at or distributed from those premises.

POLICY NUMBER: BIS00021699-02

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

POLICY NUMBER: BIS00021699-02

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of your work:

Development and/or construction of the Leary Way NW Work/Live Project located at parcels 1972200060 & 1972200065 Seattle, WA 98107, and all work completed or "abandoned" by Metal Shop LLC. The definitions and other terms in this policy shall apply even if the prior work was not insured or was insured by an insurer other than us. "Abandoned" means the failure to provide labor, material or services for a period of ninety (90) days, notwithstanding whether "your work" is considered abandoned under the provisions of any contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

COMMERCIAL GENERAL LIABILITY
CG 21 46 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

2. The negligent:

- a. Employment;
- b. Investigation;
- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

COMMERCIAL GENERAL LIABILITY
CG 21 49 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph **2.**, **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

POLICY NUMBER: BIS00021699-02

COMMERCIAL GENERAL LIABILITY
CG 21 53 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):

Development and/or construction of the Leary Way NW Work/Live Project located at parcels 1972200060 & 1972200065 Seattle, WA 98107, and Metal Shop LLC.

Specified Location (If Applicable):

Development and/or construction of the Leary Way NW Work/Live Project located at parcels 1972200060 & 1972200065 Seattle, WA 98107.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 21 54 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All of your ongoing operations and operations included within the "products-completed operations hazard" for any construction project in which you are or have been involved where a consolidated (wrap-up) insurance program has been provided for part or all of the project and for part or all of the time before, during or after the project.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

COMMERCIAL GENERAL LIABILITY
CG 21 70 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
- 1.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - 2.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED NUCLEAR,
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS
OF TERRORISM; CAP ON LOSSES FROM CERTIFIED
ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
 2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 3. A reinforced or unreinforced base coat;
 4. A finish coat providing surface texture to which color may be added; and
 5. Any flashing, caulking or sealant used with the system for any purpose.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM INVOLVING
NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM
(RELATING TO DISPOSITION OF FEDERAL
TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

**A. Applicability Of The Provisions Of This
Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or

b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

COMMERCIAL GENERAL LIABILITY
CG 22 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – TESTING OR CONSULTING
ERRORS AND OMISSIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. An error, omission, defect or deficiency in:
 - a. Any test performed; or
 - b. An evaluation, a consultation or advice given; by or on behalf of any insured;

2. The reporting of or reliance upon any such test, evaluation, consultation or advice; or
3. An error, omission, defect or deficiency in experimental data or the insured's interpretation of that data.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2. or 3.

COMMERCIAL GENERAL LIABILITY
CG 22 34 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – CONSTRUCTION MANAGEMENT
ERRORS AND OMISSIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as construction manager; or
2. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **1.** or **2.**

This exclusion does not apply to "bodily injury" or "property damage" due to construction or demolition work done by you, your "employees" or your subcontractors.

**COMMERCIAL GENERAL LIABILITY
CG 22 60 12 07**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE –
REAL ESTATE OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to real estate operations, this insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, operation, maintenance or use of:

1. Such part of any premises you use for general office purposes; and
2. Premises listed or shown by you for sale or rental, if:
 - a. You do not own, operate, manage or rent the premises;
 - b. They are not in your care, custody, or control; or
 - c. You do not act as agent for the collection of rents or in any supervisory capacity.

**COMMERCIAL GENERAL LIABILITY
CG 22 79 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – CONTRACTORS –
PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

**COMMERCIAL GENERAL LIABILITY
CG 23 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – REAL ESTATE AGENTS OR BROKERS
ERRORS OR OMISSIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any misrepresentation, error or omission by you or any real estate agent or broker who is either employed by you or performing work on your behalf in such capacity.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved any misrepresentation, error or omission by you or any real estate agent or broker who is either employed by you or performing work on your behalf in such capacity.

COMMERCIAL GENERAL LIABILITY
CG 24 13 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF PERSONAL AND ADVERTISING
INJURY DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to **Coverage B Personal And Advertising Injury Liability**, Paragraph **14.e.** of the **Definitions** section does not apply.

COMMERCIAL GENERAL LIABILITY
CG 24 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

COMMERCIAL GENERAL LIABILITY
CG 26 77 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON – FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REQUIREMENT OF ALLOCATION BETWEEN COVERED AND UNCOVERED DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section 1.a(2) of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is replaced by the following:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**, or when we have paid, subject to the arbitration provisions in Section IV – Commercial General Liability Conditions paragraph 2.e. the portion of any judgment we deem to constitute the damages covered by this policy.

Section 2 of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS (2. Duties in the Event of Occurrence, Offense, Claim Or Suit) is amended to add a new subparagraph “e” as follows:

- e. In any suit we defend, the insured must, at our request, instruct the insured’s defense counsel to seek “allocation” for the purpose of allowing the most accurate determination between covered and uncovered damages.

If for any reason “allocation” is not obtained, or if a dispute arises between us and the insured over our determination of covered and uncovered damages, we will pay the portion of the judgment we deem in our sole discretion to constitute the damages covered by this policy until a different amount shall either be agreed upon between the parties, or determined by binding arbitration. Binding arbitration shall be according to applicable rules of the American Arbitration Association (for insurance disputes if established in the applicable state) before a single neutral arbitrator, or as otherwise agreed in writing by the parties. Binding arbitration may be requested by any affected insured or us, but it must be requested in writing no later than thirty (30) days after entry of judgment. Each party to any arbitration shall pay its own attorney’s fees and expenses and split equally the fees and expenses of the arbitrator unless otherwise required by the applicable state law.

The result of this section may be that an unpaid judgment against an insured is subject to execution by the plaintiff prior to completion of the arbitration process. Each insured waives and releases us from all liability for damages they may sustain as a result of any such execution, and/or arising out of the exercise of our discretion in determining the amount of covered damages payable under this policy. Each insured furthermore waives any right they may otherwise have to assign any such claim to others. The arbitration provisions contained herein constitute the exclusive mechanism by which the insured may dispute our determination of the amount of covered damages payable under this policy.

SECTION V – DEFINITIONS is amended to add the following definition:

“Allocation” means to secure a judgment form that distributes damages as closely as possible, and separately, between each allegation, claim, cause of action, however denominated, and shall be accomplished by any of the following as requested by us:

- a. Special verdict form if a trial by jury; or
- b. Findings of fact and conclusions of law if a bench trial.

**THESE ENDORSEMENTS FURTHER LIMIT COVERAGE UNDER THE
POLICY. PLEASE READ THESE ENDORSEMENTS CAREFULLY.**

GENERAL ENDORSEMENT

These endorsements modify insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Your representations in applications are binding because of the following endorsement:

We are relying upon the representations made in any application for this policy, whether or not the application is attached to this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

The following conditions precedent to coverage are added to and form part of the policy:

1. You must be named an additional insured on the commercial general liability policy of each contractor and subcontractor that performs work on your behalf throughout the time of each such contractor's and subcontractor's performance, and each such policy must provide defense as well as indemnity to you as an additional insured.
2. You must obtain a certificate of insurance from each contractor and subcontractor that performs work on your behalf prior to the commencement of each such contractor's and subcontractor's work indicating that each such contractor and subcontractor has a commercial general liability policy in effect.
3. Both the policy within which you are named as an additional insured and the certificate of insurance you obtain must have each occurrence, general aggregate, and products-completed operations aggregate limits, including sublimits, in an amount equal to or greater than this policy.
4. You must obtain a hold harmless agreement from each of your contractors and subcontractors, indemnifying you against all loss in any way related to work performed on your behalf by each such contractor and subcontractor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EARTH MOVEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION 1 – COVERAGES), AND PARAGRAPH 2., Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION 1 – COVERAGES).

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" caused by, arising or resulting from, or aggravated by earth movement of any kind whatsoever, whether or not combined with water, including but not limited to, earthquake, landslide, subsidence, mud flow, erosion, sinking, rising, shifting, expanding, contracting, consolidation, settling, slipping, falling away, collapse, caving in, flowing, and tilting.

This exclusion applies regardless of: (1) the causes of the earth movement, whether man made or through natural occurrence, or both; (2) whether the causes(s) would otherwise be covered; and (3) whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**WASHINGTON – EXCLUSION – VARIOUS EXCLUDED MATERIALS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION 1 – COVERAGES), AND PARAGRAPH 2., Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION 1 – COVERAGES).

1. This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising, directly or indirectly, out of, caused by, resulting from, contributed to, or aggravated by, in whole or in part, any "excluded materials".
2. This exclusion applies whether injury or damage occurs in whole or in part through the actual or alleged or threatened inhalation of, injection of, contact with, exposure to, existence of, use of, removal of, manufacture of, transportation of, storage of, disposal of, or presence of any "excluded material".
3. This insurance does not apply to any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "excluded materials"; and
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "excluded materials".
4. "Materials" mean any elements or combination of elements existing in nature or manufactured, whether or not a product, and whether or not used or incorporated in any product or any work. Excluded "materials" include:
 - a. Asbestos.
 - b. Lead.
 - c. Arsenic.
 - d. Silica or silica dust.
 - e. Fire retardant treated plywood unless the plywood meets the acceptance criteria for Fire-Retardant-Treated wood (AC66) standards by the ICC Evaluation Service, Inc.
 - f. "Entran Pipe". "Entran Pipe" is a brand and consists of a flexible hose system used for radiant heat under surfaces such as floors and driveways.
 - g. "CCA Wood Preservatives". "CCA Wood Preservatives" means any wood preservative product containing chromated copper arsenate (CCA), a chemical mixture of arsenic, chromium, and copper.
 - h. "Airborne Manganese". "Airborne Manganese" means gas, smoke, vapor, and fumes containing Manganese.
 - i. "Nanotechnology" produced. "Nanotechnology" means the creation of functional materials, devices, and systems through control of matter on the nanometer (1 to 100+ nm) length scale and the exploitation of novel properties and phenomena developed at that scale.
 - j. Dioxin.
 - k. Polychlorinated biphenyls.
 - l. Urea/Formaldehyde.

- m. Concrete Sulfates.
- n. Chromated Copper Arsenate.
- o. "Mixed Dust". "Mixed Dust" includes any dust particles from quartz, metallic or fibrous material.
- p. Electromagnetic Radiation and Electromagnetic Fields.
- q. Combustible or flammable products if the manufacturers' instructions for application, clean-up and storage are not strictly followed.
- r. Drywall imported from China
- s. Radon

Other "excluded materials" may be mentioned elsewhere in endorsements or in the body of the policy itself. Their absence from the listing in Paragraph 4. is not intended to eliminate them as "excluded material" whether or not they are actually identified by that term.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE CAUSES OF LOSS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusion of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION 1 – COVERAGES), AND PARAGRAPH 2., Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION 1 – COVERAGES).

Whenever this policy or any endorsement to the policy excludes a cause of injury or damage, we do not cover such injury or damage whether the excluded cause operated directly or indirectly, or whether any other cause or event contributed concurrently or in any sequence to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – EXCLUSION I. DAMAGE TO YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The second paragraph of exclusion I, Damage to Your Work, of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2 Exclusions, is modified as follows:

The exclusion does not apply if damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; provided, however, if the damage is caused by, arises out of, consists of, or is aggravated by "water", the most we will pay is \$100,000 per occurrence, \$100,000 aggregate.

"Water" means water in any form, whether solid, liquid or gaseous, or a combination of the foregoing, but does not include water leaking from appliances, equipment or pipes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – GLOBAL CLIMATE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION 1 – COVERAGES), AND PARAGRAPH 2., Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION 1 – COVERAGES).

1. This insurance does not apply to "bodily injury", "property damage", or "advertising and personal injury" arising, directly or indirectly, out of, caused by, resulting from, contributed to, or aggravated by, in whole or in part, global climate change.
2. This insurance does not apply to any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement arising out of or in any way related to global climate change; or
 - b. Claim or suit by or on behalf of a governmental authority for damages arising out of or in any way related to global climate change.

POLICY NUMBER: BIS00021699-02

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

WASHINGTON - HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Coverage | Additional Premium and Limits |
|--|---|
| A. Hired and Non-Owned Auto Liability: | Additional Premium \$ [REDACTED] |
| | Sublimit: The limit of this coverage is included within the limits on the DEC Page. However, this sublimit shall not exceed \$1,000,000 each occurrence and \$1,000,000 general aggregate limits. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. Hired Auto Liability

The insurance provided under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability**, applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.

2. Non-Owned Auto Liability

The insurance provided under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability**, applies to “bodily injury” or “property damage” arising out of the use of any “non-owned auto” in your business by any person.

B. For insurance provided by this endorsement only:

1. The exclusions, under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability, Paragraph 2., Exclusions**, other than Exclusions **a., b., d., f., g.** and **i.**, are deleted and replaced by the following:

a. “Bodily injury” to:

(1) An “employee” of the insured arising out of and in the course of:

- (a)** Employment by the insured; or
- (b)** Performing duties related to the conduct of the insured’s business; or

(2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph **(1)** above.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
- (2)** To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1)** Liability assumed by the insured under an “insured contract”; or
- (2)** “Bodily injury” arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. “Property damage” to:

- (1)** Property owned or being transported by, or rented or loaned to the insured; or
- (2)** Property in the care, custody or control of the insured.

c. The first paragraph of subparagraph 2.g. Aircraft, Auto or Watercraft, is replaced by the following:

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” (other than a “hired auto” or

"non-owned auto") or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

2. Paragraph **B.1.a.** applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, paragraph **B.1.a.** is replaced with the following:

This insurance does not apply to:

- a. "Bodily injury" to an "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

3. **Section II – Who Is An Insured**, is replaced by the following.

- 1. Each of the following is an insured under this endorsement to the extent set forth below:
 - a. You;
 - b. Any other person using a "hired auto" with your permission;
 - c. For a "non-owned auto";
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "employee" of yours but only while such "non-owned auto" is being used in your business; and
 - d. Any other person or organization, but only for their liability because of acts or omissions of an insured under **a.**, **b.** or **c.** above.

2. None of the following is an insured:

- a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business";
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

- C. The following additional definitions apply:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired Auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
- 3. "Non-Owned Auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO SECTION III – LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section III – Limits of Insurance is hereby amended to change the last paragraph (which is an unnumbered paragraph that follows paragraph 7) of Section III to read in full as follows when endorsement ID 00 02 **is not** applicable:

Except with respect to "bodily injury" or "property damage" or "personal and advertising injury" that is "continuous or progressive", the Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months; in which case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. With respect to "bodily injury" or "property damage" or "personal and advertising injury" that is "continuous or progressive" over more than one annual period, and that first occurs or is alleged to have first occurred during one of the annual periods of this policy, the applicable limit of insurance set forth in the declarations for the one annual period in which the damage or injury first occurs or is alleged to have first occurred, whichever is earlier, will be the sole Limit of Insurance.

Section III – Limits of Insurance is hereby amended to change the last paragraph (which is an unnumbered paragraph that follows paragraph 7) of Section III to read in full as follows when endorsement ID 00 02 **is** applicable:

Except with respect to "bodily injury" or "property damage" or "personal and advertising injury" that is continuous or progressive", the Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months; in which case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. With respect to "bodily injury" or "property damage" or "personal and advertising injury" that is "continuous or progressive" over more than one annual period, and that first occurs or is alleged to have first occurred during one of the annual periods of this policy, the applicable limit of insurance set forth in the declarations for the one annual period in which the damage or injury first manifests or is alleged to have first manifested, whichever is earlier, will be the sole Limit of Insurance.

The following definition is added to SECTION V - DEFINITIONS:

"Continuous or progressive" means "bodily injury," "property damage" or a "personal and advertising injury" that progresses or continues over time, even if latent, cumulative, changing, evolving, deteriorating, intermittent or repeated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CHANGES IN COMMERCIAL GENERAL LIABILITY POLICY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**A. SECTION III - LIMITS OF INSURANCE** is amended to add the following to paragraph 5:

The Each Occurrence Limit shown in the Declarations of this policy is the most we will pay regardless of the number of policies issued to an insured by us which apply or alleged to apply to the same "occurrence".

B. Additional Exclusions are added to SECTION 1. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions and COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions.

This insurance does not apply to:

1. Punitive or Exemplary Damage

If a "suit" is brought against the insured for damages covered by this policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action. We will not have any obligation to pay punitive or exemplary damages, or any interest or costs attributable to such damages. This exclusion does not apply in any state where such endorsement is expressly prohibited by state law or insurance department regulations.

2. Communicable Disease / Sexual Misconduct

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the

- a) Transmission, actual or alleged, of a communicable disease by any insured, including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS);
- b) Failure to perform services which were either intended to or assumed to prevent communicable diseases or their transmission to others; or
- c) Sexual misconduct, including but not limited to any verbal or nonverbal communication, behavior or conduct with sexual connotations or purposes, whether for sexual gratification, discrimination, intimidation, coercion or other purpose, regardless of whether such action is alleged to be intentional or negligent.

3. Cross Suits

"Bodily injury", "property damage" or "personal and advertising injury" for any claim made or "suit" brought by any insured against any other insured, except this exclusion does not apply to a claim or "suit" brought against you by any insured added to this policy by endorsement unless that insured is your "affiliate."

4. Unlicensed Work

"Bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" if "your work" is or was performed in a state without an appropriate, current and valid state contractor's license or registration when a state contractor's license or registration is available or required for the type of work that you performed or are performing in that state.

5. Plans and Drawings

"Personal and advertising injury" arising out of drawings, plans or specifications.

C. **SECTION V - DEFINITIONS** is amended as follows.

1. Paragraph 5 is amended to read in full as follows:

"Employee" includes a "leased worker" and a "temporary worker".

2. Paragraph 19. "Temporary worker" is amended to add the following sentence:

"Temporary worker" includes casual labor.

3. A new definition is added as follows:

"Affiliate" shall mean any person, any corporation or business entity which controls, is controlled by, or is under common control with, such person or entity.

D. **COORDINATION OF ENDORSEMENTS**

If two or more endorsements to this policy apply to the same loss, each endorsement shall be interpreted so as to give effect to all of its provisions.

E. **INDEPENDENT CONTRACTOR POLICY LIMITS**

Notwithstanding anything to the contrary contained in any other provision of the Policy, unless otherwise agreed in writing between you and us, the insured's independent contractors will not be required to obtain limits of insurance greater than \$1,000,000 each occurrence, \$1,000,000 products aggregate, and \$1,000,000 general aggregate limit.

F. **ASSIGNMENT**

Your rights or duties under this policy may not be transferred without our written consent.

G. **SECTION II - WHO IS AN INSURED** is amended to change the last sentence to read in full as follows:

No person, partnership, joint venture, limited liability company, trust or organization is an insured with respect to the conduct of any current or past individually owned business, partnership, joint venture, limited liability company, trust or organization that is not shown as a Named Insured in the Declarations or otherwise allowed pursuant to the provisions of this Section II. A Named Insured is only a Named Insured with respect to the business identified as the d/b/a on the Declaration Page, or if no d/b/a is inserted, for which the application was submitted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE SPECIFIC ENDORSEMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding anything to the contrary contained in the policy:

1. A state specific endorsement applies only to that state;
2. An endorsement that is not offered or approved for use by us in a particular state in which we do business does not apply to that particular state even though it may be attached to the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NON-COMPLIANCE WITH BUILDING CODES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following additional exclusion is added to SECTION 1. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions and COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions.

This insurance does not apply to:

"Bodily injury," "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the design, construction, fabrication, maintenance or repair, including remodeling, of any structure in a manner not in compliance with the controlling building code. This exclusion applies notwithstanding any ecological or resource-efficient benefits that might result from such design, construction, fabrication, maintenance or repair.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

| | |
|---|-------------------|
| States: | <u>Arizona</u> |
| | <u>California</u> |
| | <u>Idaho</u> |
| | <u>Nevada</u> |
| | <u>Oregon</u> |
| | <u>Washington</u> |
| States listed in schedule are not subject to exclusion. | |

Notwithstanding anything else to the contrary contained in the policy, this insurance does not apply to "bodily Injury" or "property damage" or "personal and advertising injury" arising or in any way related to "your work" or "your products" from operations, whether ongoing or completed, in any country other than the United States, and, within the United States, in any state other than those states indicated in the schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In the event of cancellation by the insured, the minimum earned premium shall be fully earned at the inception of the policy and shall be twenty percent (20%) of the amount entered as Advance Premium in the Declarations; provided however it shall not be less than the dollar amount shown in the Declarations as the Minimum Premium if applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CONSTRUCTION MANAGEMENT AND CONSULTING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury” or “property damage” arising out of or resulting from any insured acting as or in the capacity of a “construction manager” or “construction consultant”.

For purposes of this exclusion, “construction manager” or “construction consultant” means any person or entity undertaking to manage, consult on, advise on, or control construction planning, activities or work except as a “general contractor”.

For purposes of this endorsement, “general contractor” means a contractor, not affiliated with the owner, having a written contract with the owner, and is required in return for monetary compensation by the owner: to supply all labor and material to complete one or more projects using its own employees, material suppliers or subcontractors; to pay for all labor, subcontractors and materials from the general contractor’s own funds in the ordinary course of its business in pursuit of profit; to invoice the owner to cover payouts to employees, subcontractors and suppliers as each project progresses; and to have direct written contracts or purchase orders with its subcontractors and suppliers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by and to the extent of your negligence in the performance of your ongoing operations for the additional insured. A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. "Bodily injury", "property damage" or "personal and advertising injury" involving or related to or in connection with any additional insured or any location covered by a scheduled or blanket additional insured endorsement that is a part of the policy.

C. **Primary and Non-contributory Insurance** - We will consider this insurance to be primary and non-contributory to other insurance issued directly to additional insured person(s) or organization(s) to which this endorsement applies if each such additional insured is a named insured in such other insurance and a written contract between you and such person(s) or organization(s) specifically requires that we consider this insurance to be primary and non-contributory..

D. **Waiver of Subrogation** – We waive any right of recovery we may have against the additional insured person(s) or organization(s) to which this endorsement applies if each such additional insured is a named insured in such other insurance and a written contract between you and such person(s) or organization(s) specifically requires that we waive subrogation of payments we make for injury or damage arising out of "your work" done under a contract with such person(s) or organization(s) to which this endorsement applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – GREEN BUILDING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following additional exclusion is added to **SECTION 1. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions**.

This insurance does not apply to:

"Bodily injury," "property damage" or "personal and advertising injury" arising out of "green" or attempts to achieve "green", but only with respect to intangible, non-physical, economic or consequential injury or damages arising out of failing to meet standards, requirements, warranties, or deadlines regarding: certification, documentation, record retention, commissioning, rating, energy use, water use, air quality, testing, training, occupancy, tax credits, incentives, code compliance, or performance of equipment, systems or materials.

When used herein:

"Green" means enhanced energy efficiency or use of environmentally-preferable, sustainable materials, products or methods in design, construction, manufacture or operation, as recognized by a "green standards-setter".

"Green standards-setter" means an organization or governmental agency which produces and maintains guidelines related to "green" products and practice. "Green standard-setters" include but are not limited to:

1. The Leadership in Energy and Environmental Design (LEED®) program of the U.S. Green Building Council;
2. ENERGY STAR, a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy; and
3. Green Globes™, a program of the Green Building Initiative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – TAKEOVER OF UNFINISHED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following additional exclusion is added to **SECTION 1. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions**.

This insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of or in any way related to any real property where “your work” on or contiguous to that real property is as a:

1. “Takeover contractor”; or
2. Subcontractor or supplier to a “takeover contractor”

“Takeover contractor” means a contractor that continues, completes, finishes, repairs or replaces any work of a previous contractor on real property that is in the “course of construction” at the time of “takeover”.

“Takeover” means the earlier of the date the “takeover contractor” signs the contract to become a “takeover contractor” or starts work as a “takeover contractor”.

“Course of construction” means that period after construction begins until the entire project has been: (a) finally accepted by its current owner or purchaser; and (2) put to its intended use; and (3) permitted for occupancy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC TERMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we offer to renew and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that you have not accepted our offer.

ID 00 45 09 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Weather-Related Water Damage or Injury During Work In Progress

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Coverage A – Bodily Injury and Property Damage Liability (Section 1 – Coverages), and Paragraph 2., Exclusions of Coverage B – Personal and Advertising Injury Liability (Section 1 – Coverages).

This insurance does not apply to “Bodily injury”, “property damage” or “personal and advertising injury” to any building or structure or its contents before “your work” is completed resulting from, caused by or arising out of “water” (for purposes of this exclusion, “water” means water in any form, whether solid, liquid or gaseous, or a combination of the foregoing) entering through an opening created during the course of “your work”.

However, this exclusion does not apply to new construction in any event, or if you checked and documented in writing the weather reports just prior to the opening being created and regularly, at least daily if “your work” takes more than one day, between the time the opening was created and the time “your work” has been performed, and you have taken “appropriate” steps to protect against damage or injury. For purposes of this exclusion, “appropriate” means conduct or action customarily taken or used by similar contractors in the local area as a best practice to protect or prevent damage or injury under similar circumstances.

Notwithstanding SECTION V – DEFINITIONS, “Products-completed operations hazard”, “your work” will not be considered completed until all work (not just “your work”) to be done at the job site has been completed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**LIMITATION – RESIDENTIAL HOUSING**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusion of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION 1 – COVERAGES), AND PARAGRAPH 2., Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION 1 – COVERAGES).

- A. This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of, in whole or in part, "your work" or the work of any other insured on, within, or upon, or "your products" or the products of any other insured supplied to, used on or with, or incorporated within any:
1. "Common interest development"; or
 2. "Rental complex"; or
 3. "New residential construction" other than 1 above; or
 4. "Owned unit".
- B. The exclusion in **A.1.** above does not apply to:
1. Work performed and products supplied solely within the boundaries of a "separate interest" after "completion"; or
 2. Work performed and products supplied by you to any "common area" after "completion", so long as:
 - a. Neither you nor any other insured corrects, repairs or replaces a "construction defect" involved in: any forthcoming claim or "suit" of which you are aware at the time of correction, repair or replacement; or any current or prior claim or "suit"; and
 - b. Neither you nor any other insured "works" on the "building envelope" of a "common interest development" structure.
- C. The exclusion in **A.2.** above does not apply to a "rental complex" where all of the following are true:
1. The "rental complex" is not converted to a "common interest development" at any point (unless one or more of the exceptions in B. above would otherwise apply); and
 2. The injury or damage does not arise from:
 - a. "Stand alone" "building envelope" "work" within a "rental complex"; or
 - b. Performing "building envelope" "work" as a subcontractor within a "rental complex"; and
 3. "Your work" and "your products" do not involve more than 14 "units" in a "rental complex"
- D. The exclusion in **A.3.** above does not apply if:
1. You are the "builder" and:
 - a. You do not build more than a 4-plex; and
 - b. You do not build in total over time more than 4 "units" in a "rental complex"; and
 - c. You do not build in total over time more than 10 "units" in the "same project" other than a "rental complex"; and

- d. "Your work" and "your products" do not involve more than 4 "units" in the "same project" other than in a "rental complex" in any "annual period"; or
2. You are not the "builder" and "your work" and "your products" do not involve more than 4 "units" in the "same project" other than in a "rental complex" in any "annual period".

E. The exclusion in **A.4.** above does not apply unless the work is to correct, repair or replace a "construction defect" involved in: any forthcoming claim or "suit" of which you are aware at the time of correction, repair or replacement; or any current or prior claim or "suit".

"Annual period" means each annual period measured from the month and day (but not the year) of the effective date of the policy, whether that annual period is prior to or after the effective date of the policy.

"Builder" means the person or entity that actually acts as the general contractor in building a structure.

"Building envelope" means for purposes of this endorsement: the foundation, including the foundation flooring, framing, roof, gables, siding, cladding, doors (other than garage doors), windows, skylights, gutters, decks over living areas, and decks, chimneys, machinery, equipment or other items attached in any manner to any and all structures. Provided, however, "building envelope" does not include any part of a detached structure not designed or used for habitation.

"Care facility" means a "rental complex" where residents may be assisted with any major life activity as defined under the Americans with Disabilities Act.

"Common area" means any area not reserved for exclusive use by a "separate interest".

"Common interest development" means: a "condominium", a "community apartment", a "stock cooperative", or a "planned development", and includes, when built in conjunction with a "common interest development", mixed-use structures containing retail and/or other commercial use along with residential use. Provided, however, that a "planned unit development" shall only be considered part of a "common interest development" for purposes of work on structures owned or leased by a homeowner's association and work in "common area", and an "owned unit" shall be considered a "separate interest" only for purposes of work in a "common area".

"Community apartment" consists of an undivided interest in land coupled with the right of exclusive occupancy of any housing unit located on the land.

"Condominium" is an undivided interest in common in a portion of real property, coupled with a "separate interest" in an "owned unit".

"Completion" means after the building has been actually completed, certified for occupancy, and occupied by at least one "owner".

"Construction defect" means, for purposes of this endorsement, a defect in design or construction by a person or entity other than the Named Insured.

"New residential construction" means original construction as opposed to remodel. For purposes of this endorsement, a remodel of a "rental structure" is any work on an existing "rental structure", whether the "rental structure" is expanded in size or not, but the number of units as a result of the remodel may not exceed the number of units allowed in a "rental complex" by this endorsement. For purposes of this endorsement, "new residential construction" at a "rental complex" is anything other than a remodel. If work performed and products supplied by a general contractor in, on or to a "rental complex" includes "new residential construction" and a remodel, there is no coverage at all if the number of units added by "new residential construction" plus the number of units worked on as a remodel exceeds the number allowed by this endorsement. For example, if 14 units are allowed to be worked on and/or products supplied to, and 4 are built new, if 11 units are remodeled the total is 15, so there is no coverage even though new construction is within the 4 units allowed.

"Owned unit" means a residential "unit" owned and occupied by the "owner" or a person lawfully entitled to occupy the "unit" by the "owner".

"Owner" does not include the developer or any related organization.

"Planned unit development" means any development of residential "units" that does not qualify as a "condominium", "community apartment", or "stock cooperative", where a homeowner association holds either title in fee or a lease of prescribed length on a common area, and there is mandatory membership of all "units" in the association.

"Project" means an entire development or planned development, whether one or more lots, parcels, subdivisions, tracts or otherwise.

"Rental complex" means every "rental structure" in the "same project". "Rental complex" includes both a "care facility" and a "school facility".

"Rental structure" means a structure where all living "units" are or intended to be rented or leased, as opposed to owned by the residents.

"Same project" includes any "project": for the same owner or related owners; or pursuant to a single contract or series of contracts; or developed or completed in phases; whether contiguous or not, whether bearing the same name or not; and whether built at the same time or not.

"School facility" means a "rental complex" where residents may live while attending a school, including, but not limited to, a dorm, fraternity, sorority, or other student housing.

"Separate interest" means an individual "condominium" "owned unit", an individual "community apartment", that portion to which exclusive occupancy belongs within a "stock cooperative"; or a "planned unit development" "owned unit", but only for purposes of work in a "common area".

"Single family residence" means a residence built for use by one household or family, and not built as part of a "rental complex".

"Stand alone" means entirely or substantially all.

"Stock cooperative" is a development in which a corporation is formed primarily for the purpose of holding title to, either in fee simple or for a term of years to improved real property, and all or substantially all of the shareholders of the corporation receive a right of exclusive occupancy in a portion of the real property, title to which is held by the corporation. The owner's interest in the corporation is usually evidenced by a share of stock or a certificate of membership.

"Unit(s)", which respect to a "rental complex" include(s) single or multiple rooms within a "rental complex" as well as more self-contained living units (e.g., units with one or more kitchens, bathrooms, bedrooms or other living areas). "Work" on or to the "building envelope" or work on areas of a "rental complex" not reserved for use by a single resident shall be considered work on all the "units" in the "rental complex". "Units", with respect to everything other than a "rental complex" or "common interest development" means "single family residence(s)", whether in the form of a free standing single family home, a duplex (2 units), a triplex (3 units), or a 4-plex (4 units). "Unit" does not include any part of a detached structure built when not designed or used for habitation for purposes of building limitations.

"Work(s)", when used in conjunction with "building envelope", include(s) not only the direct construction of, but also the protection, preservation, alteration, maintenance, correction, repair or replacement of any component of the "building envelope" itself. Notwithstanding the foregoing, with respect to a "rental complex" only, the following "work" shall not be excluded: exterior painting unless the "rental complex" contains more than 14 units; replacement or repair of mechanical or electrical items that do not involve any other alteration of the "building envelope"; or window washing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURING AGREEMENT AMENDMENT - USE OF EXTRINSIC EVIDENCE - DUTY
TO DEFEND OR INDEMNIFY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Paragraph 1. a. of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 1. a. of **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY** are hereby amended to add the following:

We may look to extrinsic evidence outside of the allegations and/or facts pleaded by any claimant to determine whether we owe a duty to defend or indemnify against a “suit” seeking “bodily injury”, “property damage,” or “personal and advertising injury”. We may rely on extrinsic evidence to deny the defense and/or indemnity of a “suit”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 5. Premium Audit, is hereby amended to add the following:

1. Records the First named insured must provide upon request include, but are not limited to:
 - a. All checking account records, accounts receivable and payable, general ledgers and payroll records;
 - b. All tax returns, including partnership and corporate tax returns, as well as all payroll tax returns, including quarterly payroll tax returns; and
 - c. Contracts and invoices.
2. If the first Named Insured does not allow us access to the records and make available information, then at our sole discretion, we may:
 - a. Initiate a legal and/or equitable proceeding in a court to force an audit or disclosure of records necessary to complete an audit or to secure an accounting; or
 - b. Invoice the first Named Insured based on our best estimate of exposures for the expiring policy period, but, in any event, not less than an additional 25% of the deposit premium shown in the Declarations.
3. All additional premiums invoiced are due and payable by the first Named Insured thirty (30) days after mailing of the invoice by us or our authorized representative.
4. The first Named Insured further agrees to pay, upon demand, all reasonable attorney's fees, collection costs, and court costs required by us to enforce our rights and remedies set forth above.
5. Any failure by us in auditing the policy or inspecting records or any waiver of our rights to inspection of books and records, shall not act as a continuing or permanent waiver.
6. We retain the right to audit the policy at any time at our sole discretion for three (3) years after termination of the policy in question.
7. For accounts with minimal premium basis exposures when the deposit premium was calculated, the audit may be waived by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERGROUND UTILITY LOCATION CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is hereby amended to add the following:

Underground Utility Location

It is a condition precedent to coverage that before the insured commences any digging, excavation, boring or similar underground work, a local locator service must come to the job site and mark all underground lines, pipes, cables and underground utilities. The insured must obtain and retain a written record from the locator service. If this is not done, there is no coverage under the policy for any loss, costs or expenses arising out of such operations, and we shall have no duty to defend or indemnify with respect thereto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PLAYGROUND OR SPORTS EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION 1 – COVERAGES), AND PARAGRAPH 2., Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION 1 – COVERAGES).

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising, directly or indirectly, out of "your work" or "your product" involving or related to the installation or maintenance of playground, sport or recreational equipment at schools, playgrounds, recreational facilities, and residential or commercial projects, including but not limited to installation of swings, slides, climbing equipment, bleachers, and play sets.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SWIMMING POOL CONSTRUCTION OR MAINTENANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION 1 – COVERAGES), AND PARAGRAPH 2., Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION 1 – COVERAGES).

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising, directly or indirectly, out of "your work" or "your product" in:

1. the construction, installation, repair or replacement of swimming pools, hot tubs or spas and their filtration systems; or
2. the following activities with respect to the foregoing: tile, resurfacing, water chemical treatment or balancing, pool covering, or fencing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF PRIOR WORK OF NAMED INSURED ADDED TO THE POLICY
AND DETERMINATION OF FURTHER COVERAGE OF FIRST NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

- A.** The following additional exclusion is added to **SECTION 1. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph **2. Exclusions**:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising from or in any way related to any person and/or entity and/or organization added as a named insured prior to the effective date of the endorsement adding any such person and/or entity and/or organization; including any and all construction work by any such person and/or entity and/or organization added as a named insured, whether ongoing, completed or abandoned.

- B.** If a named insured being added is a successor to the business of the first named insured, and such first named insured is not deleted from the policy, the first named insured shall only remain an insured with respect to work started or completed prior to the effective date of the endorsement adding any such successor person and/or entity and/or organization.

- C.** The following new definition is added to **SECTION V – DEFINITIONS**:

“Abandoned” means, the failure to provide labor, materials or services for a period of sixty days (60) days or more, notwithstanding whether “abandoned” may have another meaning under the provisions of any other contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraphs 1.b.(3), 1.c. and 1.d.(1), (2) and (3) of the Insuring Agreement of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) are replaced by the following:

- c. This insurance does not apply to any damages because of, or related to "bodily injury" or "property damage" that is "continuous or progressive":
 - (1) if the "bodily injury" or "property damage" first existed, or was alleged to have first existed, prior to the policy period; or
 - (2) if the "bodily injury" or "property damage" was, or was alleged to be, taking place prior to the policy period, even if actual or alleged "bodily injury" or "property damage" continued during the policy period; or
 - (3) if the "bodily injury" or "property damage" was caused by, or was alleged to have been caused by, conditions that existed prior to the policy period and that resulted in "bodily injury" or "property damage" taking place during the policy period.
- d. All "continuous or progressive" "bodily injury" and "property damage" arising out of "your work" on a single project or development, and included in the "products-completed operations hazard", shall be deemed to have occurred at the time of the first such "bodily injury" or "property damage" and to have arisen out of the same "occurrence". A single project or development includes all phases of the project or development.
- f. If the term of this policy is more than one annual period, the most we will pay for "continuous or progressive" "bodily injury" or "property damage" taking place over a period longer than one year is the applicable limit of insurance shown in the Declarations for the first annual policy period in which such "bodily injury" or "property damage" occurred, or was alleged to have occurred, whichever is earlier; but we will not pay more than we are legally obligated to pay under paragraph 1.a. of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY.

Subparagraph (3) is added to paragraph 1.a. of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section I - Coverages):

(3) "Continuous or progressive" "personal and advertising injury" shall be deemed to be one offense, committed only during the policy period when that offense commenced, or was alleged to have commenced, whichever is earlier. If the term of this policy is more than one annual period, the most we will pay for "continuous or progressive" "personal and advertising injury" is the applicable limit of insurance shown in the Declarations for the annual period in which the offense is deemed to have commenced, but we will not pay more than we are legally obligated to pay under paragraph 1.a. of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY.

The following definition is added to SECTION V - DEFINITIONS:

"Continuous or progressive" means "bodily injury," "property damage" or a "personal and advertising injury" that progresses or continues over time, even if latent, cumulative, changing, evolving, deteriorating, intermittent or repeated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION FOR DAMAGE OR INJURY FROM PRIOR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “your work” that has been completed or “abandoned” prior to the inception of this policy period.

The definitions and other terms in this policy shall apply even if the prior work was not insured or was insured by an insurer other than us.

A new definition is added to SECTION V – DEFINITIONS as follows:

“Abandoned” means the failure to provide labor, materials or services for a period of ninety (90) days, notwithstanding whether “your work” is considered abandoned under the provisions of any contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

POLICY PERIOD 04/01/2016 - 04/01/2017

POLICY CHANGE NO. 01

| | | |
|---|---|---|
| POLICY NUMBER BIS00021699-02 | POLICY CHANGES EFFECTIVE 08/17/2016 | COMPANY Developers Surety and Indemnity Company P.O.Box 19725 Irvine, CA 92623 |
| NAMED INSURED Top Floor Homes LLC PO Box 46405 Seattle, Washington 98146 | | AUTHORIZED REPRESENTATIVE Potter Insurance 412 Queen Anne Avenue North Seattle WA 98109 |
| COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY COVERAGE PART | | |
| <div style="text-align: center;">CHANGES</div> <p>The policy is hereby changed as follows: Changed the Insured Address from 22424 19TH AVE SE Bothell WA 98021 to PO Box 46405 Seattle WA 98146 There is no change in premium for this endorsement</p> | | |

 Authorized Representative Signature

EXHIBIT B

FILED

MAR 27 2022

SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO. WASH.

SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

BRIAN D. KENDER,

Plaintiff,

v.

TOP FLOOR HOMES, LLC,

Defendant.

NO. **18 2 02836 31**

COMPLAINT

1. The plaintiff is a resident of Snohomish County, Washington.
2. The defendant, Top Floor Homes, LLC, is a Washington limited liability company that does business in Snohomish County.
3. The court has jurisdiction over this cause and venue is proper.
4. On April 14, 2016, Brian Kender worked as an employee of Pinnacle Custom Floors on a construction job site in Bothell, Washington.
5. Top Floor Homes, LLC was the owner or general contractor of the job site where Brian was injured. Pinnacle Custom Floors was working as a subcontractor.
6. While on the job, Brian was walking up temporary stairs when the stairs gave way and he fell twelve feet landing on his side and wrist. The stairs gave way because they were not properly secured to the landing.

COMPLAINT - I

JAF/18485/0002/00963373 v1

ANDERSON HUNTER LAW FIRM, P.S.
2707 COLBY AVENUE, SUITE 1001, P.O. BOX 5397
EVERETT, WASHINGTON 98200-5397
TELEPHONE (425) 252-5161
FACSIMILE (425) 258-3345

1 7. The defendant was negligent and further failed to provide a safe place to work
2 as required by law.

3 WHEREFORE plaintiff sustained severe injuries, medical expenses, wage loss, and
4 damages.

5 WHEREFORE plaintiff requests all damages allowed by law plus such other further
6 relief as the court deems just and equitable.

7 DATED this 21st day of March, 2018.

8
9 ANDERSON HUNTER LAW FIRM, P.S.

10
11 By  _____

12 John A. Follis, WSBA #18513
13 Attorneys for Plaintiff

14
15
16
17
18
19
20
21
22
23
24
25
26

COMPLAINT - 2

JAF/18485/0002/00963373 v1

ANDERSON HUNTER LAW FIRM, P.S.
2707 COLBY AVENUE, SUITE 1001, P.O. BOX 5397
EVERETT, WASHINGTON 98206-5397
TELEPHONE (425) 252-5161
FACSIMILE (425) 258-3345